TAXATION — PURPOSES FOR WHICH TAXES MAY BE LEVIED — GRATUITIES TO WAR VETERANS. — A Wisconsin statute provided for a special tax in order to pay a bonus of ten dollars for each month of service to all soldiers and sailors who had taken part in the war (1919 WISCONSIN LAWS, c. 667). *Held*, that the statute is constitutional. *State* v. *Johnson*, 175 N. W. 589 (Wis.).

For a discussion of the principles involved in this case, see NOTES, p. 846, *supra*.

TORTS — LIABILITY OF OCCUPIER OF PREMISES — LESSEE LIABLE FOR INJURIES TO INVITEE ON PORTION OF PREMISES NOT COVERED BY LEASE. — A municipal ordinance required barber shops to maintain lavatories for the use of customers. The only lavatory provided by the defendant barber was located in the cellar of the building, a part of the premises not covered by his lease. His customers frequently used this lavatory, the passageway to which was dark and dangerous, as the defendant knew. The plaintiff, a customer, was injured while going along this passageway. *Held*, that the defendant is liable. *McCallum* v. *Hemphill Trade Schools, Ltd.*, [1920] 1 W. W. R. 114 (Alberta).

The duty of an occupier of premises towards an invitee is to use ordinary care and prudence to have those premises reasonably safe. *Indermaur* v. *Dames*, L. R. 2 C. P. 311; *Pauckner* v. *Walkem*, 231 Ill. 276, 83 N. E. 202. A patron of a shopkeeper is normally an invitee. See *Schnatterer* v. *Bamberger*, 81 N. J. L. 558, 79 Atl. 324. But the customer is not an invitee on every part of the premises. *Menteer* v. *Scalzo Fruit Co.*, 240 Mo. 177, 144 S. W. 833; *Herzog* v. *Hemphill*, 7 Cal. App. 116, 93 Pac. 899. In the absence of the ordinance, there would be some difficulty in the principal case in determining whether the customer was an invitee or licensee on that portion of the premises where the injury occurred. He would probably have been a licensee. *Herzog* v. *Hemphill*, *supra*. An owner's constantly permitting people to use a portion of premises not devoted to business purposes is indicative of a license rather than of an invitation. *Rooney* v. *Woolworth*, 74 Conn. 720, 52 Atl. 411. But the ordinance requiring the furnishing of a lavatory would clearly make the customer an invitee, if the defendant could be said to be the occupier of the premises in which the lavatory was situated. And there would seem to be no objection to considering one who has a license to use premises an occupier for a particular purpose. But even assuming that the defendant cannot be held as an occupier of premises, the decision seems correct, because the ordinance imposes affirmative duties which may serve as the basis of liability. See *Willy* v. *Mulledy*, 78 N. Y. 310. Whether it is said that the defendant has omitted to comply with the ordinance or that in complying he has been negligent, he should be liable for proximately resulting injuries.

WAR — SUIT BY ALIEN ENEMY — EFFECT OF PAYMENT OF JUDGMENT TO ALIEN PROPERTY CUSTODIAN. — The plaintiff, a citizen of Germany resident at Bremen, sued the defendant, a United States corporation, in the District Court and recovered judgment. Then war broke out between the United States and Germany and the defendant appealed. The Circuit Court affirmed the judgment but directed that it be paid to the clerk of court, to be handed by him to the alien property custodian. *Held*, on *certiorari*, that the judgment of the Circuit Court be affirmed. *The Birge-Forbes Co.* v. *Heye*, U. S. Sup. Ct. No. 76, October Term, 1919.

The general rule is that an alien enemy resident abroad cannot sue as plaintiff in the courts of the home country. *Speidel* v. *Barstow Co.*, 243 Fed. 621; *Hutchinson* v. *Brock*, 11 Mass. 119. The reason for the rule is that a judgment for an alien enemy increases the resources of the enemy country